

## **5.1 List of Acronyms**

### Federal Agencies

ACHP .....Advisory Council of Historic Preservation  
CEQ.....Council on Environmental Quality  
CFA.....Commission of Fine Arts  
EPA .....Environmental Protection Agency  
GSA.....General Services Administration  
NCPC .....National Capital Planning Commission  
NCMC .....National Capital Memorial Commission  
NPS .....National Park Service  
SHPO.....State Historic Preservation Office

### District of Columbia and Regional Agencies

OP.....District of Columbia Office of Planning  
HPD.....Historic Preservation Division  
DCRA.....Department of Consumer and Regulatory Affairs  
ERA.....Environmental Regulation Administration  
DPW .....Department of Public Works  
DOT.....Department of Transportation  
MWCOG .....Metropolitan Washington Council of Governments

### Regulatory and Other Terms

APE .....Area of Potential Effect  
AR .....Administrative Record  
CFR .....Code of Federal Regulations  
CWA .....Commemorative Works Act  
EA .....Environmental Assessment  
EIS.....Environmental Impact Statement  
FONSI .....Finding of No Significant Impact  
GIS .....Geographic Information Systems  
LOS .....Level of Service  
NAAQS .....National Ambient Air Quality Standards  
NEPA .....National Environmental Policy Act of 1969, as amended  
NHPA.....National Historic Preservation Act of 1966, as amended  
MOA .....Memorandum of Agreement  
QC .....Quality Control

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## 5.2 References

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### **5.3 List of Preparers**

Jonathan A. Childers, Project Manager and Environmental Planner  
M.U.R.P., 1999, Urban and Regional Planning, Virginia Tech  
B.S., 1997, Biology, Virginia Tech

Alan E. Harwood, Principal and Senior Environmental Planner  
M.U.R.P., 1991, Urban Planning and Real Estate Development,  
George Washington University  
B.S., 1983, Geography, University of South Carolina

Chris Atkinson, Urban Designer  
B.S., 1994, Landscape Architecture, Pennsylvania State University.

Amy M. Probsdorfer, Socio-Economic Planner  
M.P., 1999, Urban and Environmental Planning, University of Virginia  
B.A., 1997, Sociology, University of Virginia

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION**

**AGREEMENT TO EXCHANGE REAL PROPERTY**

This AGREEMENT TO EXCHANGE REAL PROPERTY is made this 13<sup>th</sup> day of June, 2002, by and between THE CASEY MANSION FOUNDATION, INC., a Maryland non-stock corporation, hereinafter referred to as the "Foundation", and the UNITED STATES OF AMERICA acting by and through the NATIONAL CAPITAL REGION of the NATIONAL PARK SERVICE, DEPARTMENT OF THE INTERIOR, hereinafter referred to as the "National Park Service."

WHEREAS, the Foundation is the contract purchaser of certain parcels of land and improvements located at 3524 and 3526 K Streets, N.W., in Washington, D.C., known as lots 808 and 810 in Square 1179, respectively, hereinafter referred to as the "Foundation property," which is located within the boundaries of Georgetown Waterfront Park (Park); and

WHEREAS, the United States owns the fee-simple interest in that certain parcel of land identified as Lot 804 in Square 1346, Washington, D.C., which comprises a portion of U.S. Reservation 357, hereinafter referred to as the "NPS property;" and

WHEREAS, the National Park Service administers the Park and U.S. Reservation 357 as components of the Park System of the Nation's Capital, a unit of the National Park System; and

WHEREAS, in conjunction with the development of a new residence for the Mayor of the District of Columbia, on the land adjoining the NPS property, the Foundation is desirous of acquiring a portion of the NPS property as part of a suitable and secure setting for the residence; and

WHEREAS, in the development of the Park, the National Park Service is desirous of acquiring all or a portion of the Foundation property; and

WHEREAS, the Foundation is willing to convey to the National Park Service, by means of a special warranty deed, the fee-simple interest in all or a portion of the Foundation property, dependent upon the respective appraised values of the Foundation and NPS properties, in return for the National Park Service's conveyance to the Foundation, by means of a quitclaim deed, the fee-simple interest in a portion of the NPS property; and

WHEREAS, the National Park Service is willing to convey to the Foundation, by means of a quitclaim deed, the fee-simple interest in a portion of the NPS property, in return for the Foundation's conveyance to the National Park Service, by means of a special warranty deed, the fee-simple interest in all or a portion of the Foundation property; and

WHEREAS, the National Park Service and the Foundation believe that the public interest will benefit through the accomplishment of an exchange of land as hereinafter described; and

WHEREAS, the parties wish to provide a process through which an exchange can be consummated, and to set out the respective rights and responsibilities of the parties in this transaction.

NOW THEREFORE, the Foundation and the National Park Service enter into this Agreement to complete the exchange of lands described herein under the authority provided by 16 U.S.C. §4601-22(b) for the mutual benefit of the Foundation, its successors and assigns, and the United States and its assigns. The terms and conditions of this Agreement are as follows:

1. The parties agree, subject to the terms hereof, to cooperate in good faith and to take such actions as are required to consummate a final exchange of lands with the condition that the Foundation will agree that:

- A. The Foundation, and its successors and assigns, will covenant that the National Park Service, and its assigns, shall have the right of first refusal of any prospective bona fide sale of the Foundation's interest in the NPS property in the event all or a portion of the NPS property is to be sold as a separate entity, independent of the adjoining Foundation owned property. Said right of first refusal shall be exercised as follows:

(i) Foundation shall immediately notify the National Park Service in writing by certified or registered U.S. mail at the following address of all the terms of any bona fide offer to purchase its interest in the NPS property:

Regional Director, National Capital Region  
National Park Service  
1100 Ohio Drive, S.W.  
Washington, D.C. 20242;

An offer to purchase the Foundation's interest in the NPS property will not be considered bona fide until said offer is submitted to the Foundation in writing.

(ii) The National Park Service shall have no more than thirty (30) business days within which to notify the Foundation of its intention to exercise or refuse to exercise its right to purchase for no less than the same terms and conditions as outlined in the aforesaid notice as set out in (i) above, which said notice shall also be by certified or registered U.S. mail dated no less than thirty (30) business days, as aforesaid, from the date of the notice set forth in (i) above;

(iii) Failure on the part of the National Park Service to give written notice of its intention to exercise the right of first refusal within thirty (30) business days from the date of written notice from the Foundation shall terminate the National Park Service's right of refusal in said land.

(iv) Excluded from the Foundation's covenant hereby granting to the National Park Service, and its assigns, a right of first refusal of any prospective bona fide sale of the Foundation's interest in the NPS property are: 1) any sale or transfer of the property to the District of Columbia government for park purposes, and 2) a bona fide sale of the Foundation's interests to a non-profit conservation organization for the expressed purpose of scenic or historic preservation.

B. The Foundation agrees to prepare a subdivision plat of Lot 804 in Square 1346 creating two new lots. Lot 1, which is to remain titled in the United States, will consist of a strip of land twenty feet wide running the length of the northern perimeter of Lot 804 from Foxhall Road to the westernmost tip of Lot 805. Lot 2, which is intended to be conveyed to the Foundation by the National Park Service, will include the remainder of what is currently identified as Lot 804 Square 1346. When the National Park Service's approval process relative to the exchange as contemplated herein is complete, coincident with settlement, the Foundation will cause the subdivision plat to be filed with the District of Columbia Surveyor's Office.

C. The Foundation shall covenant that there shall be no development, including buildings or structures of any kind, driveways or other ancillary buildings or structures on that portion of the NPS property located adjacent to Glover Parkway and identified on Exhibit A attached hereto and made a part hereof as the "no development area." This covenant shall be implemented by means of a restriction in the deed.

D. The Foundation shall further covenant that new improvements on the balance of the NPS property shall consist only of perimeter fencing consistent with the fencing currently on the Foundation's property, a gate and guardhouse for secured access and a driveway connecting from Foxhall Road through to the present Foundation's property. Additional buildings shall require the mutual written consent of both parties hereto.

E. The National Park Service shall covenant that it will build and maintain a walking trail in that portion of Lot 804 (Lot 1) it retains.

F. All notices or requests for acceptance as herein required shall be made in writing and shall be sent by Certified Mail, Return Receipt Requested, delivered by and or sent by overnight mail or courier to the following:

Foundation:

The Casey Mansion Foundation  
800 S. Frederick Avenue, Suite 100  
Gaithersburg, MD 20877

National Park Service:

Regional Director  
National Capital Region  
National Park Service  
1100 Ohio Drive, SW.  
Washington, D.C. 20242

With the exception of the National Park service's right of first refusal, outlined in subparagraph A herein, approval of a requested action shall be deemed to have been granted if the National Park Service has not responded to a written request within thirty (30) business days of the National Park Service's receipt of the Foundation's, its successors or assigns, written request.

2. The National Park Service will obtain an independent appraisal to demonstrate the respective market values of the Foundation and NPS properties. The National Park Service agrees to pay

all costs incurred in obtaining the appraisal. Upon execution hereof, the parties will agree upon the instructions to be provided to the appraiser and upon any other ancillary documentation necessary to effectuate the intent of the parties in entering into this Agreement. The instructions will clearly identify the restrictions imposed by this Agreement on the NPS property. Upon execution hereof, the National Park Service and the Foundation will mutually agree on the selection of an appraiser to conduct the required appraisal of the Foundation and NPS properties. Upon the National Park Service's receipt of the appraisal establishing the market values of the respective properties, a complete copy of the appraisal shall be sent to the Foundation for review. Within ten (10) business days of the Foundation's receipt of the copy of the appraisal report, the Foundation shall notify the National Park Service in writing that it either accepts the appraisal or disputes the appraisal and will commission a second appraisal of the properties to be exchanged. The second appraisal, should the Foundation elect to commission one, will be prepared by an appraiser of the Foundation's choosing whose qualifications meet the standards of the National Park Service. Further, the second appraisal will be prepared in accordance with the Scope of Work previously reviewed and approved by both the Foundation and the National Park Service. The cost of the second appraisal shall be borne by the Foundation.

3. In the event the Foundation does not dispute the initial appraisal commissioned by the National Park Service, the National Park Service will review the appraisal for compliance with the Uniform Appraisal Standards for Federal Land Acquisition (Uniform Standards). Upon the satisfactory review of the appraisal by the National Park Service, the appraisal shall serve as having established the market value of the properties to be exchanged. If, in its review, the National Park Service deems the appraisal inadequate, the National Park Service will initially disapprove the appraisal and request the appraisal be revised. If the appraisal is revised, the Foundation will be afforded the opportunity to review the revised appraisal and render a decision to either accept or reject the revised appraisal. Within ten (10) business days of the Foundation's receipt of the copy of the revised appraisal report, the Foundation shall notify the National Park Service in writing that it either accepts the appraisal or disputes the revised appraisal and will commission a second appraisal of the properties to be exchanged. In the event the Foundation elects to commission a second appraisal, the Foundation may, in its sole discretion, deliver a complete copy of the second appraisal to the National Park Service. Should the Foundation elect



to submit its commissioned appraisal to the National Park Service, the National Park Service will then proceed to review both appraisals, the original appraisal commissioned by the National Park Service and the second appraisal commissioned by the Foundation. In accordance with the current appraisal practice of the National Park Service, the National Park Service will approve only one appraisal. Should the National Park Service consider either or both appraisals not in compliance with the Uniform Standards, the appraisal(s) will be disapproved with adequate review documentation. In the event both appraisals are deemed not to comply with the Uniform Standards as a result of their review by the National Park Service, the National Park Service shall request to have its appraisal revised to comply with the Uniform Standards and shall afford the Foundation the opportunity to also have its appraisal revised as well. Upon the approval by the National Park Service of an approved appraisal of the properties to be exchanged, the National Park Service and the Foundation shall then have the option of accepting the approved appraised values as the market values of the properties to be exchanged or terminating the Agreement.

4. In accordance with 16 U.S.C. 460l-22(b), "[t]he values of the properties so exchanged either shall be approximately equal, or if they are not approximately equal, the values shall be equalized by the payment of cash to the grantor from the funds appropriated for the acquisition of land for the area, or to the Secretary as the circumstances require." In this instance the grantor would be the Foundation. The parties agree that it is their intent that the properties to be exchanged represent equal value. The market values of the NPS and Foundation properties shall be that as determined by the appraisal process. In addition, should the Foundation be required to demolish improvements on its exchange property prior to settlement hereunder, the costs of demolition will be added to the value of its exchange property. If the appraised value of the Foundation property exceeds the appraised value of the NPS property, the Foundation shall only acquire 3526 K Street, N.W., convey it to the United States at settlement and provide any requisite additional compensation to equalize value by providing the National Park Service with additional interests in land located within the District of Columbia or by means of a cash payment. In the event that the Foundation is required to provide additional compensation to equalize value, the parties agree that the first priority is for the Foundation to acquire additional interests in land for conveyance to the National Park Service. Further, the parties agree that if after reasonable efforts on the part of the Foundation to acquire additional interests in land as

identified by the National Park Service the Foundation is unable to acquire these additional interests in land and if all required approvals regarding the exchange contemplated herein have been obtained, the Foundation will provide the required additional compensation by means of depositing a cash payment to the escrow agent.

5. In accordance with National Park Service guidelines governing proposed land exchanges, the National Park Service shall undertake the following actions:

- a) Notify the public and applicable governmental bodies of the proposed exchange, and conduct a public meeting if requested. Public notification shall include publication of a Notice of Realty Action in local newspapers and the Federal Register providing a minimum 45-day period for public comment.
- b) Conduct an environmental review process pursuant to the National Environmental Policy Act (NEPA) to examine the exchange proposal and to determine whether to consummate the exchange as contemplated. As an initial element of the environmental review process, the National Park Service will conduct a public "scoping session" meeting to afford the public the opportunity to assist the National Park Service in identifying and analyzing the potential impacts of the exchange proposal.
- c) Conduct a pre-acquisition contaminant survey of the Foundation and NPS properties to determine the presence or absence of contamination on the properties.
- d) Provide the required notification and documentation to the National Capital Planning Commission for review and approval. The obligations of the National Park Service are expressly contingent upon obtaining the requisite approval of the National Capital Planning Commission to consummate the exchange.
- e) Provide the required notification and documentation to the Appropriations Committees of the House of Representatives and the Senate for review. The Appropriations Committees shall have a minimum of 30 days in which to review the proposed exchange. The obligations of the National Park Service are expressly contingent upon completion of such review by the Appropriations Committees to consummate the exchange.

f) In light of the time sensitive nature of this transaction, the National Park Service agrees to implement the above actions as soon as practicable once this Agreement has been executed.

6. The National Park Service and the Foundation agree to share the costs associated with completing the required evaluations and studies outlined in paragraph 5 above as follows: The National Park Service agrees to pay all costs associated with conducting a pre-acquisition contaminant survey of the Foundation and NPS properties. The Foundation agrees to pay all costs associated with conducting the environmental review process pursuant to NEPA as well as pay the costs associated with publishing the required public notices.

7. Upon the satisfactory completion of the requirements set forth above, the National Park Service will execute and deliver to the escrow agent a quitclaim deed conveying to the Foundation the fee-simple interest in a portion of the NPS property (identified as Lot 2 in paragraph 1B herein) with certain restrictions as to the future use of the NPS property as enumerated in this Agreement with instructions that the deed is to be recorded among the Land Records of Washington, D.C., upon the Foundation's delivery to the escrow agent for recordation among the Land Records of the District of Columbia of a special warranty deed conveying to the United States the fee-simple interest in all or a portion of the Foundation property, and any additional consideration required by the terms of this Agreement.

8. Subsequent to the National Park Service's delivery of the quitclaim deed, as referenced above and dependent upon the respective appraised values of the Foundation and NPS properties, the Foundation will proceed on one of the two following courses of action. 1) In the event both Lots 808 and 810 are to be exchanged, the Foundation will complete its demolition of the structures currently located on the Foundation's property and execute and deliver to the escrow agent a special warranty deed conveying to the National Park Service the fee-simple interest in the Foundation property with instructions that the deed is to be recorded among the Land Records of the District of Columbia upon the National Park Service's delivery to the escrow agent of a quitclaim deed conveying to the Foundation the fee-simple interest in a portion of the NPS property (identified as Lot 2 in paragraph 1B herein) with certain restrictions as to the

property's future land use. 2) In the alternative, if only the mid-block lot (3526 K Street or Lot 810) is to be exchanged, then the Foundation will proceed to settlement without demolition.

9. In the event there is a discrepancy between the cost of the Foundation exchange property and its appraised value that disables this transaction, the National Park Service agrees to identify suitable exchange properties as replacements for Lots 808 and 810 to facilitate the completion of this transaction. Potential substitute exchange properties shall include but not be limited to a portion of the RAHA III estate bordering 44<sup>th</sup> Street and Glover Archbold Park and a portion of that property owned by the Presbyterian Home near Broad Branch Road.

10. Interim Agreement. If requested by the Foundation, the National Park Service will join in an application for a fence permit for a portion of the NPS property (identified as Lot 2 in paragraph 1B herein) with the provisions that no construction of the fence may begin until the deeds are in escrow and that all costs associated with obtaining the required permits and erecting said fence will be the responsibility of the Foundation.

11. Termination. This agreement terminates upon the earlier of 1) the simultaneous exchange of the interests in land as contemplated herein, 2) written notification at any time prior to the simultaneous exchange of interests by either party in its sole discretion that it will not proceed with the exchange, or 3) one (1) year from the date of the last signature executing this agreement.

12. The Foundation and the National Park Service agree that either party may decline to complete the exchange of land as set forth above prior to the exchange of land. However, both parties enter into the above exchange process with the expectation that the exchange of land as set forth herein will be mutually beneficial and should occur; and in the event it does not occur, both parties agree to commence and pursue in good faith an alternative means of effecting an exchange of land.

13. The Foundation represents and it is a condition of this Agreement that no member of, delegate to, or resident commissioner in, Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

14. Nothing contained in this Agreement shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

15. All terms and conditions with respect to this Agreement are expressly contained herein and the Foundation agrees that no representative or agent of the United States has made any representation or promise with respect to this Agreement not expressly contained herein

16. This Agreement contains the complete agreement between the parties and may only be amended in writing with notice given to the parties at the addresses as provided in Paragraph 1F above.

SIGNED SEALED AND DELIVERED THIS 13<sup>th</sup> DAY OF June, 2002.

ATTEST:

THE CASEY MANSION FOUNDATION, INC.,  
a Maryland non-stock corporation.

Andrea A. Jitka

By: Bruce Brown Casey

ATTEST:

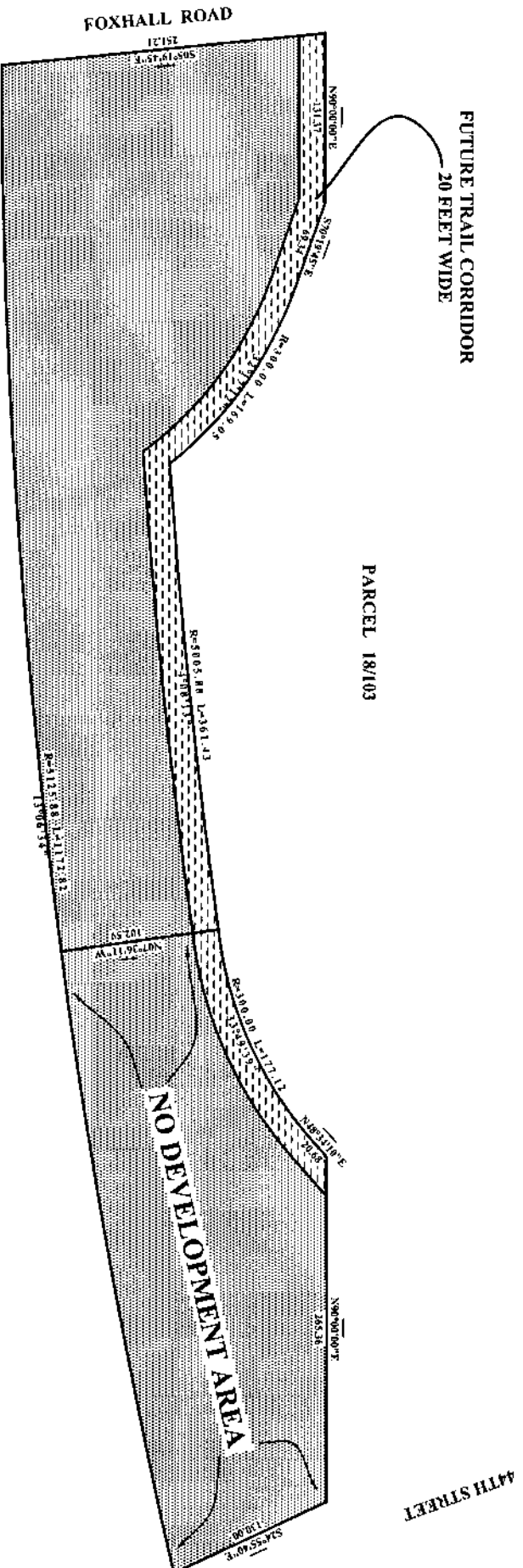
UNITED STATES OF AMERICA



Jo A. Cox

By: Larry R. Fortiter  
Regional Director  
National Capital Region  
National Park Service  
Department of the Interior

# SQUARE 1346 LOT 804 DISTRICT OF COLUMBIA

## EXHIBIT A



-  TO BE RETAINED BY NPS
-  TO BE CONVEYED TO CASEY FOUNDATION

National Park Service  
National Capital Region  
Land Resources Program Center

120 0 60 120 240



WHITEHAVEN PARKWAY  
RESERVATION 357



AMENDMENT NUMBER 1  
TO  
PRELIMINARY AGREEMENT TO EXCHANGE REAL PROPERTY  
BETWEEN  
THE CASEY MANSION FOUNDATION  
AND  
THE NATIONAL PARK SERVICE

This amends the Preliminary Agreement to Exchange Real Property between the Casey Mansion Foundation and the United States of America acting by and through the National Capital Region of the National Park Service, Department of the Interior dated June 13, 2002 (Agreement).

WHEREAS, after further consideration the National Park Service no longer wishes to retain ownership to that parcel of land referenced in paragraph 1B of the Agreement as Lot 1, a strip of land 20-feet wide running the length of the northern perimeter of Lot 804 in Square 1346 for construction of a pedestrian hiking trail; and

WHEREAS, the National Park Service wishes to convey its right, title and interest in the aforementioned 20-foot wide strip to the Foundation subject to certain restrictions as to the future use of said property as more particularly described in the Agreement; and

WHEREAS, the Foundation wishes to accept title to the aforementioned 20-foot wide strip of land subject to certain restrictions as to the future use of said property as more particularly described in the Agreement; and

WHEREAS, by virtue of the National Park Service's conveyance of title to the aforementioned 20-foot wide strip of land to the Foundation, the National Park Service is no longer obligated to construct a proposed walking trail on said strip of land; and

WHEREAS, the Foundation agrees that in the event that construction of the residence for the Mayor of the District of Columbia, on the Foundation property which consists of Lots 3, 4, 801, 802 and 803 in Square 1346, is not initiated within five (5) years from the date Lot 804 in Square 1346 is conveyed to the Foundation by the United

States, the Foundation agrees to convey said Lot 804 to the United States at the price equivalent to the approved appraised value of the property as established by the National Park Service's appraisal of said Lot 804 completed in November, 2002; and

WHEREAS, the National Park Service agrees to place in an escrow account, held by the National Park Foundation, funds in the amount of the approved appraised value of Lot 804 in Square 1346 as established by the National Park Service's appraisal of the property completed in November 2002, for the purchase of said Lot 804 from the Foundation in the event the Foundation has not initiated construction of the residence for the Mayor of the District of Columbia within five (5) years from the date Lot 804 is conveyed to the Foundation by the United States; and

WHEREAS, in order to ensure that the natural resources located within the NPS property are adequately protected in the future, the Foundation agrees to the following provisions relative to its future management of the NPS property:

1. Impacts to all native vegetation shall be avoided to the fullest extent possible. Except for the erection and maintenance of the perimeter fence, all construction related activities shall be conducted outside the "no development area." Staging areas and temporary storage sites for equipment and materials shall be carefully placed in previously disturbed or developed areas. No grading, tree removal or construction activities of any kind are to be conducted within the "no development area."
2. Subsequent to the conveyance of the NPS property to the Foundation, the Foundation agrees to implement an exotic invasive plant mitigation program on the NPS property.
3. Any tree to be removed from outside the "no development area" on the NPS property must be surveyed for raptor nests before removal. The disturbance of any tree wherein a nest(s) is present shall be avoided between February 15 and September 15. In addition, construction activities shall not be conducted



on the NPS property during the above referenced nesting season if nests are found on the NPS property.

4. Impacts to the riparian stream located within the "no development area" are to be avoided to the fullest extent possible. Appropriate erosion control measures shall be implemented during construction activities conducted on the NPS property or the adjoining Foundation property to avoid the potential degradation of the stream's water quality.
5. Botanical and wildlife surveys of the NPS property will be conducted by the Foundation during the Spring of 2003 prior to the initiation of any construction activities. In the event the presence of rare, threatened or endangered species is discovered as a result of the Spring 2003 survey, the Foundation agrees that prior to the commencement of any construction activities and upon the written approval of the National Park Service it will take appropriate action to ensure the future protection of said rare, threatened or endangered species.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Paragraph 1E of the Agreement is hereby eliminated.
2. Exhibit A of the Agreement is hereby modified to reflect that the entirety of Lot 804 in Square 1346 that will be conveyed to the Foundation.
3. Paragraph 1G of the agreement is hereby added as follows: "The Foundation agrees that in the event that construction of the residence for the Mayor of the District of Columbia, on the Foundation property which consists of Lots 3, 4, 801, 802 and 803 in Square 1346, is not initiated within five (5) years from the date Lot 804 in Square 1346 is conveyed to the Foundation by the United States, the Foundation agrees to convey said Lot 804 to the United States at the price equivalent to the approved appraised value of the property as established by the National Park Service's appraisal of said Lot 804 completed in November, 2002."

4. Paragraph 1H of the Agreement is hereby added as follows: "The National Park Service agrees to place in an escrow account, held by the National Park Foundation, funds in the amount of the approved appraised value of Lot 804 in Square 1346 as established by the National Park Service's appraisal of the property completed in November 2002, for the purchase of said Lot 804 from the Foundation in the event the Foundation has not initiated construction of the residence for the Mayor of the District of Columbia within five (5) years from the date Lot 804 is conveyed to the Foundation by the United States.

5. Paragraph 1I of the Agreement is hereby added as follows: "In order to ensure that the natural resources located within the NPS property are adequately protected in the future, the Foundation agrees to the following provisions relative to its future management of the NPS property:

- A. Impacts to all native vegetation shall be avoided to the fullest extent possible. Except for the erection and maintenance of the perimeter fence, all construction related activities shall be conducted outside the "no development area." Staging areas and temporary storage sites for equipment and materials shall be carefully placed in previously disturbed or developed areas. No grading, tree removal or construction activities of any kind are to be conducted within the "no development area."
- B. Subsequent to the conveyance of the NPS property to the Foundation, the Foundation agrees to implement an exotic invasive plant mitigation program on the NPS property.
- C. Any tree to be removed from outside the "no development area" on the NPS property must be surveyed for raptor nests before removal. The disturbance of any tree wherein a nest(s) is present shall be avoided between February 15 and September 15. In addition, construction activities shall not be conducted on the NPS property during the above mentioned nesting season if nests are found on the NPS property.
- D. Impacts to the riparian stream located within the "no development area" are to be avoided to the fullest extent possible. Appropriate erosion control measures shall be implemented during construction activities conducted on the NPS property or the

adjoining Foundation property to avoid the potential degradation of the stream's water quality.

- E. Botanical and wildlife surveys of the NPS property will be conducted by the Foundation during the Spring of 2003 prior to the initiation of any construction activities. In the event the presence of rare, threatened or endangered species is discovered as a result of the Spring 2003 survey, the Foundation agrees that prior to the commencement of any construction activities and upon the written approval of the National Park Service it will take appropriate action to ensure the future protection of said rare, threatened or endangered species.

Except as specifically amended herein, all other terms of the Agreement remain in full force and effect and are reaffirmed by the parties.

AGREED TO by the parties this 29<sup>th</sup> day of November, 2002.

ATTEST:

THE CASEY MANSION FOUNDATION,  
INC., a Maryland non-stock corporation

Andrea A. Filsinger

By: Barry Brown Casey

ATTEST:

UNITED STATES OF AMERICA

Paul D. Cain

Acting By: Sara Chimental  
Regional Director  
National Capital Region  
National Park Service  
Department of the Interior